SERIAL 03024 C MISCELLANEOUS FOODS AND STAPLE GROCERY ITEMS

DATE OF LAST REVISION: June 06, 2006 CONTRACT END DATE: July 31, 2007

JULY 31, 2007 CONTRACT PERIOD THROUGH JULY 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for MISCELLANEOUS FOODS AND STAPLE GROCERY ITEMS (NIGP CODE 39300)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 30, 2003.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

AS/mm Attach

Copy to: Clerk of the Board

Amie Bristol, MCSO Procurement Nancy O'Neill, MCSO Food Services Mirheta Muslic, Materials Management

(Please remove Serial 98230 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: MISCELLANEOUS FOODS AND STAPLE GROCERY ITEMS (NIGP CODE 39300)

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a two-year contract for non-perishable food items specifically listed herein. These items are generally purchased by the Maricopa County Sheriff's Food Services. This is a requirements contract. No purchases shall be made without a valid purchase order. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

2.1 READY MEAL ENTREE, DEHYDRATED:

All meals shall be complete ready meal entrée, ADD WATER ONLY. Bernard Food or equal.

- 2.1.1 Beef Flavored Noodle Stew, 6/10#
- 2.1.2 Chili & Beans . 6/10#
- 2.1.3 Lasagna Casserole, 6/10#
- 2.1.4 Stroganoff, 6/10#
- 2.1.5 Chili Mac, 6/10#
- 2.1.6 Chicken Rice/Beef Rice Casserole, 6/10#
- 2.1.7 Chicken Flavored Chowmein, 6/10#
- 2.1.8 Sloppy Joe, 6/10#

2.2 BAKERY PRODUCTS:

- 2.2.1 Bags and Supplies
 - 2.2.1.1 Bread Bags, plastic, 9" x 20 x 3" 1 5/8, thickness to be .00125 mil
 - 2.2.1.2 Bag Sealing Tape, 3/8" x 540', PVC, various colors
 - 2.2.1.3 Bag Sealing Tape Machine, Cheswick 151-15
 - 2.2.1.4 Bag Sealing Tape Machine Blades, Cheswick 151-15 BLD
 - 2.2.1.5 Bag Sealing Tape Machine Wheel Core, 151-15 MWHL
 - 2.2.1.6 Pan Liners #27, Quillon treated, 16 1/2x24 ½
- 2.2.2 Baking Soda 12/2#
- 2.2.3 Baking Powder 4/10#
- 2.2.4 Calcium Propanate 50#
- 2.2.5 Cake Mixes
 - R & H, General Mills, Phillsbury or equal. Ingredients; sugar, flour, shorting, skim milk, eggs, salt, seasoning, flavoring and coloring. Mix to be prepared by adding water only. Yield: 18×26 sheet cake per 5 lbs of mix.
 - 2.2.5.1 White 50#
 - 2.2.5.2 Devils Food Chocolate 50#

2.2.6	Cake	donut	mix	Pillsbury	or	eau	ıal

Ingredients: Flour, sugar, shortening, non-fat milk, leavening. soda, egg yolks, salt seasoning, flavoring and colorings. 50# bag.

- 2.2.7 Ready made Brownie Mix (Just add water), 50# bag
- 2.2.8 Flour, bread, soft, white, enriched w/thiamin, riboflavin, niacin and iron.100 lb bag
- 2.2.9 Active Dry yeast, Fleischmans (NO SUBSTITUTION) 12/2#/cs
- 2.2.10 Shortening, All Purpose 25# box
- 2.2.11 Corn Starch 24/1# Case
- 2.2.12 Milk, Powdered, Non-Fat, 50 lb.
- 2.2.13 Oil, Soy or Vegetable (560 fl oz (15.29 kg))
- 2.2.14 Donut Frying Shortening, Hi Temp, Cotton Seed Oil, 25 lb., Solid Block

2.3 CONDIMENTS/SPICES:

- 2.3.1 Ketchup, Fancy 7/16 oz, 1000 per case
- 2.3.2 Dressing, Salad, 7/16 oz, 200 per case
- 2.3.3 Syrup, 1.5 oz. 100 per case
- 2.3.4 Jelly Asst. ½ oz. packets
- 2.3.5 Mustard Packets 7/16 oz, 1000 per case
- 2.3.6 Mustard, prepared, 4/1 gallon case
- 2.3.7 Sugar, Powdered, 50 lb
- 2.3.8 Sugar, Brown, 50 lb
- 2.3.9 Sugar, Granulated 50 lb
- 2.3.10 Sugar, 1 tsp. 2000/cs
- 2.3.11 Salt 80# bags
- 2.3.12 Beef Base, 6/5 lb
- 2.3.13 Cilantro Flakes, 12/1 lb
- 2.3.14 Chicken Base, 6/5 lb
- 2.3.15 Paprika, 12/1 lb
- 2.3.16 White pepper 12/11b
- 2.3.17 Granulated Garlic, 12/1 lb
- 2.3.18 Italian Seasoning 12/11b

2.3.19	Oregano, Ground, 12/1 lb
2.3.20	Yellow Egg Color, 12/16 oz
2.3.21	Cumin Powder, 12/1 lb
2.3.22	Celery Seed, 12/1 lb
2.3.23	Nutmeg, 12/1 lb
2.3.24	Chili Powder, Mild, 12/1 lb.
2.3.25	Cinnamon, 12/1 lb
2.3.26	Parsley Flakes, 12/1 lb
2.3.27	Basil, Ground, 12/1 lb
2.3.28	Poultry Seasoning , 12/1 lb
2.3.29	Thyme 12/1 lb
2.3.30	Red Pepper, Crushed, 12/1 lb
2.3.31	Sugar, Substitute, 1 tsp, individually packaged
2.3.32	Coffee, ground, Regular Roast, 3 gallon urn packs, 30/5.4 oz/cs
2.3.33	Coffee, ground, Decaffeinated, 3 gallon urn packs, 30/5.4 oz/cs
2.3.34	Salt, Individual Packets, 3000 per case
2.3.35	Black Pepper, Individual Packets, 3000 per case
STARC	CHES (PASTA, POTATOES, GRAINS, and RICE):
2.4.1	Macaroni, Elbow, 20# case, Non-Egg Product
2.4.2	Rotini, 20# case, Non-Egg Product
2.4.3	Bulk Potatoes, flakes, dehydrated, 1/40#
2.4.4	Rice, long grain, parboiled, no more than 4% to 6% broken, 25 lbs cases
PUREE	S (FRUITS/VEGETABLES/MEATS, 12/14.75 OZ):
2.5.1	Apricots
2.5.2	Peaches
2.5.3	Pears
	Courata
2.5.4	Carrots
2.5.42.5.5	Green Beans

2.4

2.5

- 2.5.7 Squash
- 2.5.8 Spinach
- 2.5.9 Beef
- 2.5.10 Chicken
- 2.5.11 Turkey
- 2.5.12 Veal

2.6 SALAD DRESSINGS AND SAUCES:

- 2.6.1 Salad Dressing, Bulk, Light bodied dressing, white in color, pleasant sweet, tangy taste. 30% vegetable oil, min 4% liquid egg yolk. Packaged in 30 lb. cubes, palletized and shrink wrapped, 30#
- 2.6.2 Sauce, Canned, BBQ Sauce non-glass container, 4/1 gallon
- 2.6.3 Sauce, Canned, Tomato Sauce, 6/10 (6/#10-106 oz/ 6 lb 10 oz)
- 2.6.4 Vinegar Salad, 4/1 gallon

2.7 READY MADE FLAVORED DRINKS:

2.7.1 Artificially flavored 48/8 oz/cs Non-Plastic carton or Biodegradable container with pull-off lid. Assorted flavors Little Hugs or equal Approx. 1575 cases per flavor.

2.8 TUNA:

2.8.1 Canned Chunk Light packed in water. (No Albacore) 6/66oz

2.9 ADDITIONAL SPECIFICATION REQUIREMENTS:

2.9.1 All merchandise is to be the packer's first quality. **No** distress/damaged merchandise deemed unfit for use will be accepted. Some items will be required to be palletized and shrink-wrapped. All products may be of the latest pack. Goods must be U.S.D.A. grade specified. Verification of grade and or pack shall be provided upon request.

Swollen, rusted or dented cans are to be replaced at no charge or credited if the vendor is notified within three (3) months of delivery date. Products not covered by USDA grades are to be of the commercial quality.

2.9.2 These specifications are intended to serve as a uniform basis for vendors when submitting prices and a standard for inspection when these products are received. Upon delivery, products not meeting these specifications will be returned at the vendor's expense. This emphasizes the importance of these specifications when submitting prices and completing orders. Maricopa County reserves the right to request case samples to determine the packaging, quality and acceptability of products bid. In some cases, brand names may be listed to define quality, however, this should in no way be construed as to restrict bidding on products which meet or exceed this minimum.

2.10 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.11 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within ten (10) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery. If any County responsibility for "freight charges" is necessary it shall be "pre-approved".

2.12 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.13 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In come cases brands have been listed to define quality of products desired and is not intended t be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.14 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the Invitation for Bids. SAMPLES WILL NOT BE RETURNED.

2.15 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a warehouse/distribution center capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.16 ADDITIONAL PRICING:

Contractors are **strongly encouraged** to offer **additional pricing** for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor <u>response in the format requested</u>.

2.17 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.17.1 One (1) original and one (1) electronic copy of pricing on a 3.5" labeled diskette is MANDATORY
- 2.17.2 Pricing pages, MANDATORY
- 2.17.3 Vendor Information, MANDATORY
- 2.17.4 Agreement page, MANDATORY

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.4 SHIPPING:

Bid prices shall be made F.O.B. **DESTINATION** to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed.

All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.6 INVOICING REQUIREMENTS:

All item(s) purchased by the County, whether picked up or delivered, shall be accompanied by a proper invoice billed to the appropriate County agency per the purchase order instructions:

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

3.7 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.7.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.7.2 Documentation that names the replacement product or model.
- 3.7.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.7.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.7.5 Documentation confirming that the price for the replacement is the same as or less that the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.8 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00.** No other request is valid.

3.9 INDEMNIFICATION AND INSURANCE:

3.9.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.9.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.9.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.9.2.1.1 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.
- 3.9.2.1.2 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.9.3 Certificates of Insurance.

3.9.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.9.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.9.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.10 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability **may** be considered non-responsive and not eligible for award consideration.

3.11 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.12 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT ATTN: CONTRACT ADMINISTRATION 320 W. LINCOLN ST. PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504 (astupka@mail.maricopa.gov)

STEPHEN KRAUSNICK, SHERIFF'S PROCUREMENT MANAGER, 602-256-1300 ext. 3409

Inquiries may be submitted by telephone but must be followed up in writing. NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

ANY REQUESTS FOR REASONABLE PRICE ADJUSTMENTS WILL ONLY BE CONSIDERED WHEN SUBMITTED THIRTY (30) DAYS PRIOR TO THE CONTRACT EXPIRATION OR ANNIVERSARY DATE. JUSTIFICATION for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract.

If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF MATERIALS:

The County reserves the right to add and/or delete materials to this Contract. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

ALL amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

CUSTOM FOOD SERVICE INC, 719 E JACKSON STREET, PHOENIX, AZ 85029 85034

C895008 / B0600782 / NIGP CODE: 393 00						
WILLING TO ACCEPT FUTURE S	OLICITATIONS VIA	EMAIL: <u>X</u> YES	NO			
WILL YOUR FIRM ACCEPT A PR	OCUREMENT CARD	FOR INVOICE PAYMEN	T? <u>X</u> YES_ N	IO		
IF YES, MAY THE COUNTY TAK WHEN PAYING WITH A PROCUR			Y YOUR FIRM II	N THIS BID/RFP		
INTERNET ORDERING CAPABIL	ITY: X YES	NO % DISCO	OUNT			
OTHER GOV'T. AGENCIES MAY	USE THIS CONTRAC	T:YESXNO				
ITEM DESCRIPTION	ESTIMATED MONTHLY USAGE	BRAND / MANUFACTURER	CASEPACK	UNIT PRICE (by case price)		
2.2.11 Corn Starch 24/1# Case	20 cases	<u>PACKER</u>	<u>24 / 1#</u>	<u>\$11.25</u>		
2.2.5 Cake Mixes. R & H, General M seasoning, flavoring and coloring. M						
2.2.5.1 White 50#	500 bags	MARY LEE GILSTER	1 / 50#	<u>\$21.84</u>		
2.2.5.2 Devils Food Chocolate 50#	500 bags	MARY LEE GILSTER	1 / 50#	<u>\$24.59</u>		
2.3.1 Ketchup, Fancy 7/16 oz, 1000 per case	300 cases	AMERICANA / PPI	<u>1 / 1000 9 gm</u>	<u>\$11.48</u>		
2.3.5 Mustard Packets 7/16 oz, 1000 per case	300 cases	AMERICANA / PPI	<u>1 / 1000 9 gm</u>	<u>\$8.92 7.70</u> eff. 5/22/06		
2.3.12 Beef Base, 6/5 lb	35 cases	<u>SAN-FRAN</u>	<u>6 / 4#</u>	<u>\$28.87</u>		
2.3.13 Cilantro Flakes, 12/1 lb	2 cases	PACIFIC SPICE	12 / 1#	<u>\$173.64</u>		
2.3.14 Chicken Base, 6/5 lb	35 cases	SAN-FRAN	<u>6 / 4#</u>	<u>\$28.87</u>		
2.3.17 Granulated Garlic, 12/1 lb	20 cases	PACIFIC SPICE	12 / 1#	<u>\$23.88</u>		
2.3.19 Oregano, Ground, 12/1 lb	1 case	PACIFIC SPICE	12 / 1#	<u>\$33.36</u>		
2.3.26 Parsley Flakes, 12/1 lb	2 cases	PACIFIC SPICE	12 / 1#	<u>\$45.84</u>		
2.3.27 Basil, Ground, 12/1 lb	1 case	PACIFIC SPICE	12 / 1#	<u>\$32.28</u>		
2.3.28 Poultry Seasoning, 12/1 lb	1 case	PACIFIC SPICE	12 / 1#	<u>\$43.08</u>		
2.3.29 Thyme 12/1 lb	1 case	PACIFIC SPICE	12 / 1#	<u>\$35.52</u>		
2.3.30 Red Pepper, Crushed, 12/1 lb	4 cases	PACIFIC SPICE	12 / 1#	<u>\$29.64</u>		
2.1.2 Chili & Beans , 6/10#	10 cases	GOLBON		<u>\$37.12</u>		

1 / 40#

\$63.43 eff. 4/6/06

2.4.3 Bulk Potatoes, flakes, dehydrated, 1/40#

150 cases

CUSTOM FOOD SERVICE INC, 719 E JACKSON STREET, PHOENIX, AZ 85029 85034

ITEM DESCRIPTION	ESTIMATED MONTHLY USAGE	BRAND / MANUFACTURER	CASEPACK	UNIT PRICE (by case price)
2.2.1 Bags and Supplies				
2.2.1.1 Bread Bags, plastic, 9" x 20" be .000125 mil	x 3" 1 5/8, thickness to As needed	COLE HARTFOD	<u>2/ M</u>	(Eff. 8/01/05) \$52.75 \$59.87
2.2.1.2 Bag Sealing Tape, 3/8" x 540 PVC, various colors	20 cases	<u>CHESWICK</u>	96 ROLLS	<u>\$177.60</u>
2.2.1.3 Bag Sealing Tape Machine, Cheswick 151-15	20 each	<u>CHESWICK</u>	<u>1 EACH</u>	<u>\$15.00</u>
2.2.1.4 Bag Sealing Tape Machine B Cheswick 151-15 BLD	Blades, As needed	<u>CHESWICK</u>	1 EACH	\$3.50
2.2.1.5 Bag Sealing Tape Machine Wheel Core, 151-15 MWHL	As needed	<u>CHESWICK</u>	1 EACH	<u>\$4.95</u>
2.2.1.6 Pan Liners #27, Quillon treat 16 1/2x24 ½	ed, 60 cases	<u>PAPERCRAFT</u>	<u>1 / M</u>	\$27.23
2.2.9 Active Dry yeast, Fleischman (NO SUBSTITUTION) 12/2#/cs	80 cases	<u>FLEISCHMANS</u>	12 / 2#	<u>\$43.20</u>
2.2.12 Milk, Powdered, 0602475 Non-Fat, 50 lb.	As needed	DAIRY AMERICA	<u>1 / 50#</u>	<u>\$60.50</u>
2.2.13 Oil, Soy or Vegetable (560 fl oz (15.29 kg))	108 cases	<u>PACKER</u>	1/35#	(Eff. 04/30/04) \$18.69 \(\frac{13.24}{}\)
2.2.14 Donut Frying Shortening, Hi Cotton Seed Oil, 25 lb., Solid		<u>PACKER</u>	<u>1.50#</u>	(Eff. 04/30/04) \$25.73 21.35
2.6.2 Sauce, Canned, BBQ Sauce no glass container, 4/1 gallon	on- 150 cases	<u>CLEMENTS</u>	<u>4 / 1 GAL</u>	<u>\$12.69</u>
2.2.4 Calcium Propanate 50#	32 bags	<u>PACKER</u>	<u>1 / 50#</u>	<u>\$35.16</u>
2.3.11 Salt 80# bags	As needed	<u>UNITED</u>	1/50#	(Eff. 8/1/05) \$3.30 \$4.15
2.3.7 Sugar, Powdered 50 lb	As Needed	<u>PACKER</u>	<u>1 / 50#</u>	<u>\$19.68</u>
2.3.8 Sugar, Brown, 50 lb	As Needed	<u>PACKER</u>	<u>1 / 50#</u>	<u>\$20.88</u>
2.3.9 Sugar, Granulated 50 lb	50 bags	<u>PACKER</u>	<u>1 / 50#</u>	<u>\$18.25</u>
2.6.4 Vinegar Salad, 4/1 gal	40 cases	FOUR MONKS	<u>4 / 1 GAL</u>	<u>\$5.48</u>
2.4.4 Rice, long grain, parboiled, n more than 4% to 6% broken, 25 lbs cases		PRODUCERS RICE	<u>25#</u>	<u>\$8.73</u>

CUSTOM FOOD SERVICE INC, 719 E JACKSON STREET, PHOENIX, AZ 85029 85034

2.6.1 Salad Dressing, Bulk, Light bodred dressing, etc..

200 each

Packer

30#

Effective 6/15/06
\$13.98

Terms: NET 30

Vendor Number: W000001613 X

Telephone Number: 602-254-1876

Fax Number: 602-256-6216

Contact Person: Mark Schnitzer

E-mail Address: mschnitzer@customfoodservice.com

Company Web Site: <u>www.customfoodservice.com</u>

Insurance Certificate Yes

Contract Period: To cover the period ending **JULY 31**, 2005 2007.

DPI-ARIZONA, 246 S ROBSON, MESA, AZ 85210 EPICUREAN FINE FOODS, 246 S ROBSON, MESA, AZ 85210

C0/3000/ D0000/02/ Midi CODE. 3/3 00	C895008	/ B0600782 .	/ NIGP	CODE: 393 00	
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C0/3000/ B0000/02/ NIGI CODE	C0/3000/ B0000/02/ NIGI CODE: 3/3 00					
WILLING TO ACCEPT FUTURE SO	OLICITATIONS VIA	EMAIL: X YES	NO			
WILL YOUR FIRM ACCEPT A PRO	OCUREMENT CARD	FOR INVOICE PAYMEN	T? YES_ <u>X</u> _ N	IO		
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES \underline{X} _ NO						
INTERNET ORDERING CAPABILITY: X YES NO DISCOUNT						
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO						
ITEM DESCRIPTION	ESTIMATED MONTHLY USAGE	BRAND / MANUFACTURER	CASEPACK	UNIT PRICE (by case price)		
2.2.3 Baking Powder 4/10#	As needed	HOSPITALITY	<u>4 / 10 LB</u>	<u>\$20.37</u>		
2.3.2 Dressing, Salad, 7/16 oz, 200 per case	1500 cases	VENTURA FOODS	<u>200 / 12 gm</u>	<u>\$5.08</u>		
2.6.1 Salad Dressing, Bulk, Light bodied dressing, white in color, pleasant sweet, tangy taste. — 30% vegetable oil, min 4% liquid egg yolk. Effective 6/15/06						
Packaged in 30 lb. cubes, palle	tizad			(Eff. 02/25/04)		
and shrink wrapped, 30#	200 each	VENTURA FOODS	30 LB	\$12.35 10.06		
2.3.15 Paprika, 12/1 lb	2 cases	<u>PACKER</u>	<u>12 / 1 LB</u>	<u>\$37.66</u>		
2.3.16 White pepper 12/1lb	10 cases	<u>PACKER</u>	<u>12 / 1 LB</u>	<u>\$59.76</u>		
2.3.18 Italian Seasoning 12/1 lb	10 cases	PACKER (GROUND)	<u>12 / 1 LB</u>	<u>\$36.78</u>		
2.3.21 Cumin Powder, 12/1 lb	5 cases	<u>PACKER</u>	<u>12 / 1 LB</u>	\$33.92		
2.3.22 Celery Seed, 12/1 lb	2 cases	<u>PACKER</u>	<u>12 / 1 LB</u>	\$22.68		
2.3.23 Nutmeg, 12/1 lb	3 cases	<u>PACKER</u>	<u>12 / 1 LB</u>	<u>\$65.72</u>		
2.3.24 Chili Powder, Mild, 12/1 lb.		<u>PACKER</u>	<u>12 / 1 LB</u>	<u>\$35.65</u>		
2.3.25 Cinnamon, 12/1 lb	10 cases	<u>PACKER</u>	<u>12 / 1 LB</u>	<u>\$29.74</u>		
2.2.2 Baking Soda 12/2#	8 cases	HOSPITALITY	<u>24 / 1 LB</u>	<u>\$10.09</u>		
2.6.3 Sauce, Canned, Tomato Sauce, 6/10 (6/#10-106 oz/ 6lb 10 oz)	As Needed	<u>PACKER</u>	<u>6 / #10</u>	<u>\$12.33</u>		

<u>DPI-ARIZONA, 246 S ROBSON, MESA, AZ 85210</u> <u>EPICUREAN FINE FOODS, 246 S ROBSON, MESA, AZ 85210</u>

Terms: NET 15

Vendor Number: W000001637 X

Telephone Number: 480-969-9333

Fax Number: 480-834-5711

Contact Person: KATHY TUITU'U

E-mail Address: ktuituu@dpi-arizona.com

Company Web Site: <u>www.dpi-arizona.com</u>

Insurance Certificate Yes

Contract Period: To cover the period ending **JULY 31**, 2005 2007

KELLOGG SUPPLY INC, 405 N 75TH AVENUE, BUILDING 2 STE #144, PHOENIX, AZ 85043

C895008 / B0600782 / NIGP CODE:	393 00				
WILLING TO ACCEPT FUTURE SO	LICITATIONS VIA E	EMAIL: <u>X</u> YES	_ NO		
WILL YOUR FIRM ACCEPT A PRO	CUREMENT CARD I	FOR INVOICE PAYMENT	Γ? YES_ <u>X</u> _	NO	
IF YES, MAY THE COUNTY TAKE WHEN PAYING WITH A PROCURE			YOUR FIRM IN	THIS BID/RFP	
INTERNET ORDERING CAPABILIT	Y: YESX_	NO% DISCO	UNT		
OTHER GOV'T. AGENCIES MAY U	SE THIS CONTRACT	T: <u>X</u> YES NO			
ITEM DESCRIPTION M	ESTIMATED IONTHLY USAGE	BRAND / MANUFACTURER	CASEPACK	UNIT PRICE (by case price)	
2.7.1 Artificially flavored 48/8 oz/cs N Little Hugs or equal	Non-Plastic carton or B	iodegradable container with	h pull-off lid. Ass	sorted flavors	
Approx. 1575 cases per flavor.	6300 cases	<u>LITTLE HUGS</u>	<u>48 / 8 OZ</u>	\$4.329 \$4.629 (Eff. 8/01/05	
2.3.34 Salt, Individual Packets, 3000 per case	200 cases	DIAMOND CRYSTAL	3/1000 PK	<u>\$4.61</u>	
2.3.35 Black Pepper, Individual Packets, <u>3000 per cas</u>	200 cases se_	DIAMOND CRYSTAL	3/1000 PK	<u>\$7.65</u>	
Terms:	NET 30				
Vendor Number:	W000001603 X				
Telephone Number:	623-936-6103				
Fax Number:	Number: 623-936-4022 623-936-4936				
Contact Person:	DOUG MAHONEY / LYNN ROBERTS				
E-mail Address:	dmahoney@kell	oggsupply.net			
Company Web Site:	www.kelloggsur	pply.net			
Insurance Certificate	Yes				

To cover the period ending JULY 31, 2005 2007

Contract Period:

SHAMROCK FOODS COMPANY, 2540 N 29TH AVENUE, PHOENIX, AZ 85009

C895008 / B0600782 / NIGP CODE	: 393 00			
WILLING TO ACCEPT FUTURE SO	OLICITATIONS VIA	A EMAIL:YESX	NO	
WILL YOUR FIRM ACCEPT A PRO	OCUREMENT CARI	O FOR INVOICE PAYMEN	T? YES_ <u>X</u> _	NO
IF YES, MAY THE COUNTY TAKE WHEN PAYING WITH A PROCUR			Y YOUR FIRM IN	N THIS BID/RFP
INTERNET ORDERING CAPABILI	TY: YES _ <u>Σ</u>	<u>K</u> NO % DISCO	DUNT	
OTHER GOV'T. AGENCIES MAY U	JSE THIS CONTRA	CT:YESXNO	1	
ITEM DESCRIPTION	ESTIMATED MONTHLY USAGE	BRAND / MANUFACTURER	CASEPACK	UNIT PRICE (by case price)
2.2.8 Flour, bread, soft, white, enriched w/thiamin, riboflavin, niacin and iron.100 lb bag	1400 bags	BAY STATE	1 / 100#	eff. 3/16/06 \$21.80 13.86
2.2.5 Cake Mixes. R & H, General M seasoning, flavoring and coloring mix.				
2.2.6 Cake donut Mix Pillsbury or equ seasoning, flavoring and coloring 50# bag.		, sugar, shortening, non-fat n	nilk, leavening, soo 1 / 50#	da, egg yolks, salt \$18.92 \$19.86
2.2.7 Ready made Brownie Mix (Just add water), 50# bag	As Needed	GILSTER	1 / 50#	\$23.38
2.3.20 Yellow Egg Color, 12/16 oz	4 cases	SHAMROCK/MCCORM	<u>12 / 16 OZ</u>	<u>\$52.14</u>
2.1.1 Beef Flavored Noodle Stew, 6/10#	10 cases	<u>BERNARD</u>	<u>6 / #10</u>	<u>\$76.91</u>
2.1.3 Lasagna Casserole, 6/10#	10 cases	<u>BERNARD</u>	<u>6 / #10</u>	<u>\$76.70</u>
2.1.4 Stroganoff, 6/10#	10 cases	<u>BERNARD</u>	<u>6 / #10</u>	<u>\$66.86</u>
2.1.5 Chili Mac, 6/10#	10 cases	<u>BERNARD</u>	<u>6 / #10</u>	<u>\$87.91</u>
2.1.6 Chicken Rice/Beef Rice Casserole, 6/10#	10 cases	<u>BERNARD</u>	<u>6 / #10</u>	<u>\$59.40</u>
2.1.7 Chicken Flavored Chowmein, 6/10#	10 cases	<u>BERNARD</u>	<u>6 / #10</u>	<u>\$86.86</u>
2.1.8 Sloppy Joe, 6/10#	10 cases	<u>BERNARD</u>	6/#10	<u>\$66.85</u>
2.4.3 Bulk Potatoes, flakes, dehydrated, 1/40#	150 cases	GILSTER	1 / 40#	<u>\$26.84</u>
2.3.4 Jelly Asst. ½ oz. packets	1500 cases	FOUR-1	200 / 12 gr	<u>\$3.92</u>

SHAMROCK FOODS COMPANY, 2540 N 29TH AVENUE, PHOENIX, AZ 85009

ITEM DESCRIPTION	ESTIMATED MONTHLY USAGI	BRAND / E MANUFACTURER	CASEPACK	UNIT PRICE (by case price)
2.4.1 Macaroni, Elbow, 20# case, Non-Egg Product	300 cases	GILSTER	10 / 2#	<u>\$7.48</u>
2.4.2 Rotini, 20# case, Non-Egg Product	300 cases	<u>GILSTER</u>	<u>10 / 2#</u>	<u>\$7.59</u>
2.4.4 Rice, long grain, parboiled, no r than 4% to 6% broken, 25 lbs co		RICELAND	<u>25#</u>	<u>\$6.19</u>
2.2.10 Shortening, All Purpose 50# box	40 cases	SHAMROCK/JENSEN	<u>50#</u>	<u>\$19.99</u>
2.8.1 Canned Chunk Light (Tuna) pad in water, (No Albacore) 6/6602		SHAMROCK/REAMA	\$29 6 / 66.50 OZ	9.60 (eff. 07/01/04) \$24.59
2.3.10 Sugar, 1 tsp. 2000/cs	As needed	SUGAR FOODS	<u>1 TSP</u>	\$8.00
2.3.31 Sugar, Substitute, 1 tsp. individually packed	1 case	<u>SAVANAH</u>	<u>1 TSP</u>	<u>\$10.82</u>
2.3.3 Syrup, 1.5 oz. 100 per case	500 cases	FOUR-1	<u>100 / 1.5 OZ</u>	\$3.69
2.5.1 Apricots	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	<u>\$10.47</u>
2.5.2 Peaches	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	<u>\$10.41</u>
2.5.3 Pears	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	<u>\$10.02</u>
2.5.4 Carrots	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	<u>\$7.96</u>
2.5.5 Green Beans	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	\$9.80
2.5.6 Peas	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	\$10.92
2.5.7 Squash	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	<u>\$7.83</u>
2.5.8 Spinach	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	<u>\$14.11</u>
2.5.9 Beef	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	<u>\$23.26</u>
2.5.10 Chicken	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	<u>\$20.27</u>
2.5.11 Turkey	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	<u>\$25.70</u>
2.5.12 Veal	20 cases	<u>HEINZ</u>	<u>12 / 15 OZ</u>	\$28.67
2.2.9 Active Dry yeast, Fleischmans (NO SUBSTITUTION) 12/2#/es	80 cases	<u>FLEISCHMANS</u>	12 / 2#	<u>\$40.88</u>

SHAMROCK FOODS COMPANY, 2540 N 29TH AVENUE, PHOENIX, AZ 85009

Terms: NET 10

Vendor Number: W000002256 X

Telephone Number: **602-477-6401**

Fax Number: 602-477-6493

Contact Person: Tom Moore

E-mail Address: <u>tom-moore@shamrockfoods.com</u>

Company Web Site: <u>www.shamrockfoods.com</u>

Insurance Certificate Yes

Contract Period: To cover the period ending **JULY 31**, 2005 2007.